

Exhibit HH

1 UNITED STATES BANKRUPTCY COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 In re:

4 MOTORS LIQUIDATION COMPANY, et al.,
5 f/k/a General Motors Corp., et al.,

6 Debtors.

7 Cast No.: 09-50026 (MG)

8 November 16, 2017

9 10:01 a.m.

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13 DEPOSITION of DANIEL GOLDEN,
14 held at the offices of AKIN GUMP
15 STRAUSS HAUER & FELD LLP, One Bryant
16 Park, New York, New York before Wayne
17 Hock, a Notary Public of the State of
18 New York.

<p style="text-align: right;">Page 126</p> <p>1 that there was a binding deal at that 2 time? 3 MR. ZENSKY: Objection. 4 THE WITNESS: I don't know 5 what Howard Steel meant to convey 6 by that. I know the circumstances 7 under which he wrote the letter. 8 The judge was pressing for a status 9 report and I think Howard was 10 trying to be careful in 11 unilaterally describing the status 12 of the discussions. 13 Q. Do you think if there was a 14 binding deal he would have written 15 binding deal? 16 A. I don't know what he would 17 have done. 18 Q. When you saw this e-mail, did 19 you have any reaction to it one way or 20 the other? 21 A. Other than I hoped that this 22 would satisfy the court in terms of 23 whether there should be a hearing or 24 not that you were insisted upon, I 25 didn't have any meaningfully reaction</p>	<p style="text-align: right;">Page 128</p> <p>1 Yeah, I read that. 2 Q. All right. 3 So the e-mail states that, in 4 part, "that we understand that Akin" -- 5 "we understand from Akin that Brown 6 Rudnick will be providing the backup 7 for the new cost of the noticing plan. 8 Please provide this document when 9 possible." 10 Do you know whether, as of 11 the time of this e-mail, August 8, 12 2017, that there was a binding 13 agreement between the parties? 14 MR. ZENSKY: Objection. 15 THE WITNESS: There was 16 certainly an agreement among the 17 parties on the economic terms. The 18 documentation to evidence that 19 agreement was very far along. 20 There may have been a couple of 21 open nits that were attempted to be 22 addressed but, in my view, I 23 certainly believed that the two 24 parties to the agreement, that is 25 the GUC Trust and the plaintiffs,</p>
<p style="text-align: right;">Page 127</p> <p>1 to that. 2 Q. Did you see a draft of this 3 letter before it was submitted? 4 MR. STYANT-BROWN: Objection. 5 Asked and answered. 6 THE WITNESS: I don't recall 7 that. 8 (Whereupon, an e-mail dated 9 August 11, 2017 was marked Exhibit 56 10 for identification.) 11 MR. STEINBERG: What has been 12 marked as Exhibit 56 bears Bates 13 stamp GUC 1558 through 1588. 14 Q. And I want to call your 15 attention to -- just bear with me a 16 second -- the e-mail that starts on the 17 bottom of 1558 from Keith Martorana 18 dated August 8, 2017 at 8:52 p.m. And 19 I note that you were one of the 20 directed parties, recipients to this 21 e-mail. So you can look at that and I 22 have a few questions about it. 23 A. The Martorana 8:52 e-mail? 24 Q. Yes. 25 A. (Reviewing).</p>	<p style="text-align: right;">Page 129</p> <p>1 had agreed to go forward on this 2 basis. 3 Q. So do you think that this -- 4 by August 8 there was a final signoff 5 on the documents? 6 A. No, I said there wasn't. 7 That was a process that was being 8 undertaken through this e-mail and the 9 prior e-mail from Howard Steel 10 enclosing all of the documents right 11 after the all hands call. 12 MR. ZENSKY: I think you mean 13 the subsequent e-mail. 14 THE WITNESS: The subsequent 15 e-mail, sorry. 16 Q. But this is dated as of 17 August 8. 18 Do you think that there was a 19 binding agreement as of August 8? 20 MR. ZENSKY: Objection. Asked 21 and answered literally thirty 22 seconds ago, not to mention other 23 times. 24 MR. STEINBERG: Yeah, but he 25 didn't answer that, that's why I</p>

<p style="text-align: right;">Page 130</p> <p>1 asked the question again. 2 MR. ZENSKY: He answered it a 3 thousand percent. 4 Can you read his answer back, 5 please? 6 MR. KARLAN: "No, I said there 7 wasn't." 8 MS. NEWMAN: No, that was to a 9 different question, Mitch. 10 THE WITNESS: Look, I want to 11 progress. Ask the question, I'll 12 answer it again. 13 Q. Is it your testimony that 14 there was a binding agreement among the 15 parties as of August 9? 16 MR. WEISFELNER: Objection. 17 MR. ZENSKY: Objection. Asked 18 and answered. 19 Q. Yes or no. 20 A. Yes. 21 Q. So by August 9 there was a 22 binding agreement among the parties? 23 A. Yes. 24 (Whereupon, an e-mail dated 25 August 10, 2017 was marked Exhibit 57</p>	<p style="text-align: right;">Page 132</p> <p>1 Q. So the e-mail says from Ed, 2 "boys, be nice, lots of hard work and 3 we're on the verge of being done." 4 This is dated two days after 5 the date that you thought there was a 6 binding agreement; correct? 7 A. Uh-huh. 8 MR. ZENSKY: Objection. 9 Q. Is your answer yes? 10 A. Yes. 11 Q. Okay. 12 And then on page 1912 there's 13 an e-mail from you which says -- and to 14 a bunch of people, it says, "all, I 15 would like to see if we can schedule an 16 all hands call for tomorrow to finalize 17 all of the settlement documents and 18 motions." And then it describes a 19 conversation that you had with me and 20 then you're asking for the time for the 21 call. 22 Do you see it? 23 A. Yeah. 24 Q. All right. 25 So this is the all hands</p>
<p style="text-align: right;">Page 131</p> <p>1 for identification.) 2 Q. I show you -- Dan, I show you 3 what has been marked Exhibit Number 59 4 which bears Bates stamp numbers 1904 5 through -- GUC 1904 through 1927. 6 MS. NEWMAN: I think this is 7 fifty-seven. 8 MR. STEINBERG: Fifty-seven? 9 Fifty-seven, I apologize. 10 Q. And I want you to first focus 11 on the e-mail dated August 10, 2017 on 12 page 1904 from Ed Weisfelner to a 13 string of people including Debbie 14 Newman from your firm and I'm assuming 15 you're here, Dan, but I'm not sure. I 16 have to go through all the lines. 17 MS. NEWMAN: Which one are you 18 looking at? 19 MR. STEINBERG: The top one. 20 MS. NEWMAN: He's there. 21 Q. You're in the top, you're in 22 the to. 23 So do you recall receiving 24 this e-mail? 25 A. I do.</p>	<p style="text-align: right;">Page 133</p> <p>1 meeting that you were referring to? 2 MR. ZENSKY: Objection. I 3 think you left part of the e-mail 4 out, but it will speak for itself. 5 MR. STEINBERG: He can read 6 it. 7 THE WITNESS: I'm sorry, what 8 was the question? 9 Q. This was the all hands 10 meeting that you were referring to? 11 A. All hands call. 12 Q. All hands call? 13 A. Yes. 14 Q. But it's your testimony that 15 you had a binding agreement before you 16 had the all hands call to go over the 17 documents? 18 MR. ZENSKY: Objection. 19 THE WITNESS: Yes. 20 Q. Do you know whether this all 21 hands call -- do you know whether the 22 discussion with me on August 9 had 23 anything to do with what was on the 24 calendar at the MDL conference on 25 August 11?</p>